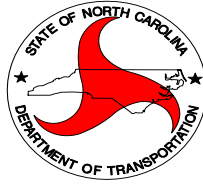


STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



DIVISION OF HIGHWAYS

**D.O.T. OPERATED
EQUIPMENT RENTAL PROPOSAL**
(Form RE-1A)

1. The undersigned contractor, hereinafter designated as the Contractor, shall furnish to the Department of Transportation the equipment described in paragraph 7 herein, in quantities as may be needed from time to time by the Department of Transportation and for such periods as may be necessary. The use of the equipment and the amount of use shall be determined by the Department of Transportation based upon current needs.
2. The Contractor shall furnish equipment in good operating condition. Department of Transportation personnel shall operate the subject equipment and shall be responsible for its safe operation. Normal wear and tear of the equipment shall be included in the established rental rate. Damage to the equipment by operator abuse shall be the responsibility of the Department of Transportation. The Department of Transportation may refuse delivery or may return any equipment found to be defective or unsafe to perform job functions.
3. Department of Transportation equipment and personnel shall be used to transport equipment between job sites.
4. This Rental Equipment Agreement shall commence on the date the Department of Transportation issues a purchase order and shall be effective for a period of one (1) year. At the option of the Department of Transportation, this agreement may be extended additional periods of one (1) year each up to a maximum total contract time of three (3) years, at the same prices, terms and conditions.
5. Rental shall be on a daily, weekly or monthly basis in accordance with the rates set out in paragraph 7 herein. The contractor will not be paid for equipment downtime for servicing, and/or breakdown due to unforeseen equipment failures that were no fault of the Department of Transportation. Maintenance, servicing, and repairs to the equipment shall be the responsibility of the contractor. Payment for equipment use shall begin upon acceptance by the Department and shall end upon return of said equipment to the contractor.

6. Contractor shall be responsible for all costs or charges incurred in the operation and maintenance to the equipment during the rental period except costs for fuel and operator.
7. Rental of equipment shall be for the following counties and at the following rates:

LIST OF COUNTIES:

LIST OF EQUIPMENT AND PRICES:

LINE ITEM	QTY	DESCRIPTION	CAP.	YR. MODEL	RATES		
					DAY	WK.	MO.
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							

NOTE: CONTRACTOR MAY USE ADDITIONAL SHEETS AS NECESSARY.

8. All rates are considered firm and may not be increased for the term of this agreement. However, the contractor has an option to lower any rate upon notification in writing to the Department of Transportation, Division of Highways field office. The field office shall forward the notification of lowered prices to the Department of Transportation Purchasing Office; where the old rate shall be deleted and the new price added in its place. Unless additional requests to lower prices are received, the new rate shall remain in effect until the termination of this agreement.

9. Contractor agrees to furnish any or all of the equipment described in paragraph 7 subject to availability and the terms of this proposal.
10. This proposal and the Department of Transportation purchase order indicating its acceptance shall constitute the rental agreement. This contract is subject to closure by either party upon a sixty (60) day written notice.
11. It is the intent of the North Carolina Department of Transportation to encourage participation by qualified disadvantaged businesses; Minority Business, Women Business and Disabled Business (as described in G.S. 136.28.4 and Executive Order No. 150) in the contracting for commodities and services. It is also the Department's intent to ensure that equitable opportunities are afforded for their participation. If your company qualifies as one of the above please check the appropriate space:

MINORITY BUSINESS ()

WOMEN'S BUSINESS ()

DISABLED BUSINESS ()

12. The contractor shall provide proof of insurance in an amount sufficient to protect the North Carolina Department of Transportation against any claim, demand, suit, liability, judgment and expense involving fire, theft, vandalism, and Acts of God arising out of the rental of the subject equipment. The cost of said insurance shall be included in the hourly, weekly, and monthly rental rates charged by the contractor. The obligations assumed by the contractor under this paragraph shall not extend to any liability caused by the negligence of the Department of Transportation or its employees.

Contractor shall provide and maintain, during the term of this contract, comprehensive general liability insurance which shall protect the contractor and the Department of Transportation from claims for accidental death, bodily injury or property damage which may arise from any defect or malfunction of the equipment provided. The insurance coverage provided for equipment shall be in the amount of \$750,000.00 (minimum) per occurrence. Proof of coverage shall be submitted to the Department upon request.

COMPANY NAME: _____
(Type or Print)

TITLE OF PERSON SIGNING: _____

NAME OF PERSON SIGNING: _____
(Type or Print)

SIGNATURE: _____
(Authorized Company Representative)

EMAIL ADDRESS: _____

ADDRESS OF COMPANY: _____
(Street)

(City) (State) (Zip Code)

Telephone Number Federal Tax I.D. Number Social Security Number

WITNESSED BY: _____ DATE: _____

DISTRIBUTION:
ORIGINAL – with Purchase Requisition
SECOND COPY – Contractor
THIRD COPY – Division Engineer
FOURTH COPY – Field Engineer

**SUBSTITUTE FORM W-9
VENDOR REGISTRATION FORM
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION**

Pursuant to Internal Revenue Service (IRS) Regulations, vendors must furnish their Taxpayer Identification Number (TIN) to the State. If this number is not provided, you may be subject to a 20% withholding on each payment. To avoid this 20% withholding and to insure that accurate tax information is reported to the Internal Revenue Service and the State, please use this form to provide the requested information exactly as it appears on file with the IRS.

INDIVIDUAL AND SOLE PROPRIETOR: ENTER NAME AS SHOWN ON SOCIAL SECURITY CARD
CORPORATION OR PARTNERSHIP : ENTER YOUR LEGAL BUSINESS NAME

NAME: _____

MAILING ADDRESS: STREET/PO BOX: _____

CITY, STATE, ZIP: _____

DBA / TRADE NAME (IF APPLICABLE): _____

☐ INDIVIDUAL (use Social Security No.) ☐ SOLE PROPRIETOR (use SS No. or Fed ID No.)
☐ CORPORATION (use Federal ID No.) ☐ PARTNERSHIP (use Federal ID No.)
☐ ESTATE/TRUST (use Federal ID no.) ☐ STATE OR LOCAL GOVT. (use Federal ID No.)
☐ OTHER / SPECIFY _____

SOCIAL SECURITY NO. _____ - _____ - _____ (Social Security #)

OR

FED.EMPLOYER IDENTIFICATION NO. _____ - _____ - _____ (Employer Identification #)

COMPLETE THIS SECTION IF PAYMENTS ARE MADE TO AN ADDRESS OTHER THAN THE ONE LISTED ABOVE:

REMIT TO ADDRESS: STREET / PO BOX: _____
CITY, STATE, ZIP: _____

Participation in this section is voluntary. You are not required to complete this section to become a registered vendor. The information below will in no way affect the vendor registration process and its sole purpose is to collect statistical data on those vendors doing business with NCDOT. If you choose to participate, circle the answer that best fits your firm's group definition.

What is your firm's ethnicity? (☐ Prefer Not To Answer, ☐ African American, ☐ Native American, ☐ Caucasian American, ☐ Asian American, ☐ Hispanic American, ☐ Asian-Indian ☐ _____)

What is your firm's gender? (☐ Prefer Not to Answer, ☐ Male, ☐ Female) **Disabled-Owned Business?** (☐ Prefer Not to Answer, ☐ Yes, ☐ No)

IRS Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. For complete certification instructions please see IRS FORM W-9 at <http://www.irs.gov/pub/irs-pdf/fw9.pdf> .

NAME (Print or Type)

TITLE (Print or Type)

SIGNATURE

DATE

PHONE NUMBER

EMAIL ADDRESS